

REQUEST FOR PROPOSAL (RFP)

TOWNSHIP OF LAKEWOOD

**COUNTY OF OCEAN
STATE OF NEW JERSEY**

PADDLEBOAT CONCESSION

AT LAKE CARASALJO

SUBMISSION DATE: THURSDAY, MARCH 1, 2012, AT 12:00 P.M.

ADVERTISEMENT
TOWNSHIP OF LAKEWOOD
REQUEST FOR PROPOSAL- PADDLEBOAT CONCESSION
AT LAKE CARASALJO

PLEASE TAKE NOTICE that the Township of Lakewood hereby solicits proposals for providing a Paddleboat Concession at Lake Carasaljo, Lakewood, New Jersey.

Proposal documents for this RFP may be obtained from the Township of Lakewood, 231 Third Street, Lakewood, New Jersey, or by calling 732-364-2500 ext. 5200, during normal business hours, or via our website, www.lakewoodnj.gov. Vendors are responsible for checking this website for addenda prior to submitting their bids. The Township of Lakewood is not responsible for the content of any bid package received through any third party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the documents received.

Sealed proposals must be submitted to the Township Manager on **Thursday, March 1, 2012**, at or before **12:00 p.m.** Proposals may be submitted in person at the Municipal Building, 231 Third Avenue, Lakewood, New Jersey, or sealed proposals may be mailed in advance to the attention of Michael Muscillo, Township Manager, Township of Lakewood, 231 Third Street, Lakewood, New Jersey, 08701.

All proposals must be contained in a sealed envelope with the name and address of the party submitting the proposal and marked "SEALED PROPOSAL – PADDLEBOAT CONCESSION."

Any persons having questions or to obtain further information should contact Michael Muscillo, Township Manager, at (732) 364-2500 ext. 5200, Municipal Building, 231 Third Street, Lakewood, New Jersey.

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REQUEST FOR PROPOSAL (RFP)
Concession – Paddleboats – Lake Carasaljo

The Township of Lakewood (“Township”) is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage a paddleboat concession located at Lake Carasaljo. The selected Concessionaire will be required to operate the facility according to the terms and conditions as outlined in the Township’s Concession Agreement attached.

RFP’s will be received and publicly opened by the Township Manager on **Thursday, March 1, 2012 at 12:00 p.m.** in the office of the Township Manager, Municipal Building, 231 Third Street, Lakewood, New Jersey.

I. RFP TERMS AND CONDITIONS

A. This RFP does not commit the Township to award a contract. No other party, including any Concessionaire, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Township, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the Township and are for the sole and exclusive benefit of the Township. Any response, including written documents and verbal communication by any Concessionaire to this RFP, will become the property of the Township and if required by law may be subject to public disclosure by the Township or any authorized agent of the Township. The Township is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.

B. It shall be the Concessionaire’s responsibility to review and verify the completeness of its proposal. The Township may request additional or clarifying information or more detailed information from any Concessionaire at any time, including information inadvertently omitted by a Concessionaire. The Township may request to inspect properties or contact clients referred in the Concessionaire’s proposal. The Township also reserves the right to conduct investigations with respect to the qualifications of a Concessionaire.

C. Verbal communications made by any Township employee or agent of the Township with respect to this RFP is not binding and shall not in any way be considered as a commitment by the Township. **Only written responses to questions submitted in writing to the Township or written addenda to this RFP issued by the Township will be considered binding on the Township.**

D. Township employees and officials are prohibited from responding to this RFP or being a party, direct or indirect, to any contract resulting from the RFP and no proposal shall be accepted from or contract awarded to, any Township employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest. No Concessionaire may be a Concessionaire to more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals. Any proposal may be rejected that, in the Township’s sole judgment, violates these conditions or the spirit of these conditions.

E. The Township reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:

- i. To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the Township's sole discretion, it is in the Township's best interest to do so;
- ii. To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- iii. To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the Township's best interest to do so;
- iv. To reject the proposal of a Concessionaire that, in the Township's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Township or another government entity, is financially or technically incapable or is otherwise not a responsible Concessionaire;
- v. To reject as informal or non-responsive any proposal which, in the Township's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;
- vi. To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the Township's sole judgment, material to the proposal;
- vii. To permit or reject, at the Township's sole discretion, amendments (including information inadvertently omitted), modifications alterations and/or corrections of proposals by some or all of the respondents following proposal submission;
- viii. To request that some or all of the Concessionaires modify proposals based upon the evaluation of the Township.

F. The Township may enter into negotiations for a contract, on terms and conditions satisfactory to the Township with one or more selected Concessionaire(s). However, the Township reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple Concessionaires. The Township reserves the right to negotiate acceptable terms in any otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such event, the Township shall not be obligated to inform other Concessionaires of the changes, or permit them to revise their proposals accordingly, unless the Township, in its sole discretion, determines that doing so and permitting such is in the Township's best interest. Should negotiations not prove satisfactory with the selected Concessionaire(s), the Township reserves the right to discontinue negotiations. Additional firms may be asked to enter into negotiations, and/or the Township may solicit new proposals.

II. CONTRACT PERIOD

The term of the Concession Agreement shall be for five (5) years.

III. SPECIFICATIONS

Concessionaire Responsibility

The selected Concessionaire will be required to satisfy the following conditions as a part of the concession operations:

Personnel

The Concessionaire will be responsible for hiring the necessary personnel to conduct the daily operation of the concession. The Concessionaire will comply with all federal, state and local laws related to minimum wage, social security, nondiscrimination, ADA, unemployment compensation and workers' compensation.

The Concessionaire agrees that persons in their employ within the Concession shall be held to the same standard of work ethics as Township employees. The Township or its agents maintain the authority to require the concessionaire to initiate appropriate disciplinary action including immediate discharge for concession stand employees whose actions so require.

Facility and Equipment

The Concessionaire agrees to make no improvements to or alterations in said area without prior written approval from the Township. Upon approval, all required Building Department, Health Department and Fire Department permits must be obtained at the expense of the Concessionaire. The Township will provide all electric and water necessary for commercial equipment and will pay all bills associated with these utilities.

Paddleboats

The Concessionaire will agree to provide a minimum of fifty (50) paddleboats.

Maintenance

1. The Concessionaire shall maintain the premises and an area in a radius of thirty (30) meters from the concession area, in a clean and sanitary condition at all times, and shall, at its sole expense, supply all necessary cleaning materials and equipment (i.e., broom, pails, garbage bags, brushes, mops, etc.) as needed for the daily maintenance of the concession area.

2. The Concessionaire will be responsible to remove and separate all garbage and recyclables in accordance with the State and Local laws, ordinances and regulations. At no time

shall the Concessionaire allow or permit garbage or recyclables to be gathered, stored or stacked outside of the concession area or in any other manner not designated herein.

Concession Fees

The Concessionaire must agree to pay to the Township an annual concession fee, the amount of the fee to be proposed by the Concessionaire.

Concession Agreement

Concessionaire will enter into a Concession Agreement in substantially the form attached hereto as Exhibit H.

GENERAL CONDITIONS

1. The Concessionaire shall comply with all Federal, State and Local laws.
2. The Concessionaire shall not assign the Concession Agreement or any portion thereof to any other vendor. The agreement cannot be transferred or altered. A copy of the executed agreement shall remain with the Concessionaire at all times and must be presented to Township officials, if requested.
3. The Concessionaire shall pay all taxes and maintain all records as required by the United States, and the State of New Jersey.
4. The Concessionaire agrees that an authorized representative of the Township shall have the right and permission to enter the concession area at any reasonable time.
5. No structures or signs are to be erected unless authorized by the Township for the specific purpose of the signed agreement.
6. No amplifier system, radio, television, phonograph, musical instrument, or similar device will be permitted, unless approved by the Township.
7. The Concessionaire agrees to remove all items and personal property from the concession areas within ten (10) days of the expiration or termination of the concession agreement. The Concessionaire shall vacate the concession areas in the same condition as at the time of occupancy except for normal "wear and tear." Additionally, the Concessionaire shall remove all merchandise from the concession area within ten (10) days of the conclusion of each season.

IV. QUALIFICATIONS

To ensure a high-quality level of operation for the facility, Concessionaire must demonstrate minimum experience and qualifications. Applicants must provide evidence of the following:

- Experience in successfully operating and managing a similar type of business.
- Fiscal solvency and capacity to complete necessary tenant improvements.
- Be an equal opportunity employer.
- Must not be currently indebted to the Federal Government, State of New Jersey, or the Township of Lakewood for non-payment of taxes, fines, judgments, liens or fees.

Additional copies of this RFP, as well as copies of documents referenced in this RFP, may be obtained by emailing Michael Muscillo, Township Manager, mmuscillo@lakewoodtpnj.org. Also copies may be obtained in person at the Municipal Building, 231 Third Street, Lakewood, new Jersey 08701.

V. PROPOSAL INSTRUCTIONS

Submission Date and Requirements

One (1) original and three (3) bound copies, and two (2) electronic copies of the proposal on separate Universal Serial Bus (USB) flash drives or CD's must be submitted to:

Michael Muscillo, Township Manager
Municipal Building
231 Third Street
Lakewood, New Jersey 08701

Faxed responses are not acceptable.

The following conditions apply to this submission:

- **Proposals must be submitted by 12:00 p.m. on Thursday, March 1, 2012.**
- Proposals must be signed, in ink, by an individual duly authorized to bind the Concessionaire and must be sealed and labeled on the cover with the RFP title and Concessionaire's name.
- Proposals must be 1-1/2 spaced (or double spaced) and in a font size of 12 or larger. **Proposals typed single-spaced or in a font size smaller than 12 will not be accepted.**
- Proposals or proposal components ***will not*** be accepted via facsimile (fax) transmission or email.
- Proposals shall remain binding for ninety (90) days from the date of proposal submission.
- The Township reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

REQUIRED ELEMENTS OF PROPOSAL

Concessionaires may submit any information they deem necessary and appropriate for the Township to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information and forms listed below:

1. Affirmative Action Compliance Notice (Exhibit A)
2. Americans with Disabilities Action of 1990 Language (Exhibit B)
3. Proof of Business Registration Certificate (Exhibit C)
4. Stockholder Disclosure Certification (Exhibit D)
5. Non-Collusion Affidavit (Exhibit E)
6. Insurance and Indemnification (Exhibit F)
7. RFP Document Checklist (Exhibit G)
8. Description of the Concessionaire's business history
9. Description of the Concessionaire's relative experience in operating a concession or other similar business enterprise, including relative size of business operated, type of retail sales, etc.
10. At least two persons or businesses that have firsthand knowledge of the Concessionaire's ability to successfully operate and maintain a high-quality concession. If possible, at least one reference should be a public entity other than the Township.

VI. REVIEW OF PROPOSAL RESPONSES

Selection Process

All proposals received by the deadline will be evaluated by a committee established by the Township Manager or his designee. Evaluation criteria will include, but not be limited to the following:

1. Demonstrated experience in paddleboat concession operations.
2. Organizational Capacity. The ability of the organization to manage the scope of work.
3. Concessionaire understands the Township's desires and general approach to the service request.
4. Completeness of Proposal and adherence to submission requirements.
5. Qualifications of the Concessionaire assigned to this service.
6. Demonstrate ability of the Concessionaire to provide quality service and meet on-site requirements.
7. Ability to work effectively with Township Staff.

Upon the review and discussion of the quality and responsiveness of the proposals received, the committee will make recommendations to the Township Manager.

The process for selection shall occur in the following sequence:

1. Evaluate proposals;
2. Establish a “short list” of potential Concessionaires;
3. Oral presentation/Interview with applicable Township Officials, if needed;
4. Identify best qualified Concessionaire;
5. Award of Contract.

The Township reserves the right to reject any and/or all proposals, and to negotiate modifications or acceptance of parts of a proposal. Other terms and conditions will be negotiated at the time of selection and the final form of the agreement will be subject to the approval of the Township Attorney. All proposals submitted shall become the property of the Township.

Notification of Awards

The successful Concessionaire will be required to execute a Concession Agreement with the Township which is subject to formal approval by the Lakewood Township Committee. The Township anticipates that the selected Concessionaire will complete all tenant improvements of the concession facility and open for business on or before Friday, May 25, 2012. The Concessionaire will also be required to purchase a Township Business License annually.

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the Concessionaire agrees as follows:

The Concessionaire will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Concessionaire will take affirmative action to ensure that such applicants are recruited and employed, and the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

The Concessionaire will, in all solicitations or advertisements for employees placed by or on behalf of the Concessionaire, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The Concessionaire will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Concessionaire's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Concessionaire agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Concessionaire agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5-2.

The Concessionaire agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Concessionaire agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Concessionaire agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Concessionaire shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The Concessionaire shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT A
TOWNSHIP OF LAKEWOOD
Mandatory Equal Employment Opportunity Notice
N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27 et seq.
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful Concessionaire's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful Concessionaire shall submit to the Township of Lakewood, after notification of award but prior to execution of a contract, one of the following three documents as forms of evidence:

- (A) A photocopy of a valid letter that the vendor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- (B) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.; or
- (C) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Lakewood to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful Concessionaire may obtain the Employee Information Report (AA302) from the Township of Lakewood during normal business hours and distributed in accordance with the requirements on the Employee Information Report.

The undersigned Concessionaire certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned Concessionaire further understands that his/her submission shall be rejected as non-responsive if said Concessionaire fails to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Company: _____

Signature: _____ Print Name: _____

Title: _____ Date: _____

STATE OF _____ :
 : SS
COUNTY OF _____ :

resides at: _____ and that he/she is the

who signed the above Proposal, that during the course of the contract, he/she will agree to the Plan for Affirmative Action as outlined herein, and more particularly detailed in the contract documents.

Subscribed and sworn to before me this day

of _____, 2012.

(Notary Public)

EXHIBIT B
TOWNSHIP OF LAKEWOOD
AMERICANS WITH DISABILITIES ACT, ENVIRONMENTAL COMPLIANCE
AND CONFLICT OF INTEREST CERTIFICATION

The Concessionaire and the Township of Lakewood do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Lakewood pursuant to this contract, the Concessionaire agrees that the performance shall be in strict compliance with the Act. In the event that the Concessionaire, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Concessionaire shall defend the Township of Lakewood in any action or administrative proceeding commenced pursuant to this Act. The Concessionaire shall indemnify, protect and save harmless the Township of Lakewood, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Concessionaire shall, at its own expense, appear, defend and pay and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

The Township of Lakewood shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Concessionaire along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township of Lakewood or any of its agents, servants and employees, the Township of Lakewood shall expeditiously forward or have forwarded to the Concessionaire every demand, complaint, notice, summons, pleading or other process received by the Township of Lakewood or its representatives.

It is expressly agreed and understood that any approval by the Township of Lakewood of the services provided by the Concessionaire pursuant to this contract will not relieve the Concessionaire of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the Township of Lakewood pursuant to this paragraph.

It is further agreed and understood that the Township of Lakewood assumes no obligation to indemnify or save harmless the Concessionaire, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Concessionaire expressly understands and agrees that the provision of this indemnification clause shall in no way limit the Concessionaire's obligations assumed in this Agreement, nor shall they be construed to relieve the Concessionaire from any liability, nor prelude the Township of Lakewood from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

The Township of Lakewood does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The Township of Lakewood shall allow access to any books, documents, papers and records of the Concessionaire, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

The Township of Lakewood considers it to be a substantial conflict of interest for any company desiring to do business with the Township of Lakewood to be owned, operated or managed by any Township of Lakewood employee, nor shall any Township of Lakewood personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the Township of Lakewood.

I hereby certify compliance with the foregoing.

The undersigned is a Corporation under the law of the State of _____, having principal offices at _____.

Name of Partnership, Corporation or Individual

Signed by: _____

Print Name and Official Title

Address: _____

Telephone: _____

E-mail address: _____

Federal ID. No.: _____

EXHIBIT C

STANDARD BID DOCUMENT REFERENCE

Name of Form:	Business Registration Certificate
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference:	Statutory and Other Reuirements VII-D
Description:	Concessionaire must provide State Division of Revenue issued Business Registration Certificate with the bid Submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division website at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

EXHIBIT D
TOWNSHIP OF LAKEWOOD
STOCKHOLDER DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership.”

- 1 If the Concessionaire is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
- 2 If the Concessionaire is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- 3 If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
- 4 If the Concessionaire is other than a corporation or partnership, the Concessionaire shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:
Name: _____ Address: _____

Signature: _____ Date: _____

- II. No Stockholder or Partner owns 10% or more of the company providing this submission:

Signature: _____ Date: _____

- III. Submission is being provided by an individual who operates as a sole proprietorship:

Signature: _____ Date: _____

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

Signature: _____ Date: _____

EXHIBIT F
TOWNSHIP OF LAKEWOOD
INSURANCE REQUIREMENTS
INDEMNIFICATION
AND ACKNOWLEDGMENT FORM

Insurance

Without limiting Concessionaire's indemnification obligations, Concessionaire shall procure and maintain at its sole cost and for the duration of the contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Concessionaire, its agents, representatives, employees and/or subcontractors. In the event that Concessionaire subcontracts any portion of the work the contract between the Concessionaire and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Concessionaire is required to maintain pursuant to the following:

Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows:

- (a) General Liability (including premises and operations, contractual liability, personal injury, independent Contractors liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit.
- (b) Workers' Compensation and Employer's Liability: Workers Compensation Insurance (if Contractor is required to have) in an amount required by the laws of the State of New Jersey and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this purchase order.

General Requirements – All of Concessionaire's insurance:

- (a) Shall be issued by an insurance company which is an admitted carrier in the State of New Jersey and maintains a Secure Best's Rating of "A" or higher; unless otherwise approved by the Township;
- (b) General Liability and Employer's Liability shall name the Township, and its officers, officials, employees, agents, representatives, volunteers (collectively hereinafter "Township and Township Personnel") as additional insured's and contain no special limitations on the scope of protection afforded to Township and Township Personnel. All insurance provided hereunder shall include the appropriate endorsements;
- (c) Shall be primary insurance and any insurance or self-uinsurance maintained by Township of Township Personnel shall be in excess of Concessionaire's insurance and shall not contribute with it;

- (d) Shall be “occurrence” rather than “claims made” insurance;
- (e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
- (f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against Township and Township Personnel;
- (g) Shall be written by good and solvent insurer(s) admitted to do business in the State of New Jersey and approved in writing by Township;
- (h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days’ prior written notice thereof given by the insurer to Township by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days’ prior notice shall be provided; and
- (i) The Township shall have the right, upon reasonable notice to Concessionaire to request an increase in the amount of the insurance coverage or to modify the nature of the insurance coverage required under similarly situated carriers.

Deductibles

Any deductibles or self-insured retentions must be declared to and approved by the Township prior to the execution of the agreement by the Township.

Evidence of Coverage

Concessionaire shall furnish Township with Certificates of Insurance demonstrating the coverage required prior to any commencement of work to be completed.

Certificates shall be faxed and then mailed to:

Michael Muscillo, Township Manager
Township of Lakewood
Municipal Building
231 Third Street
Lakewood, New Jersey 08701

Workers’ Compensation Insurance

In event Concessionaire has no employees requiring Concessionaire to provide Workers’ Compensation Insurance, Concessionaire shall so certify to Township in writing prior to work commencement. Township and Township Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Concessionaire to comply with this section or with the provision of law relating to Workers’ Compensation.

Indemnification

Concessionaire shall indemnify, defend and hold Township and Township personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney’s fees, costs,

damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein “claims” or “liabilities”) that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Concessionaire, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of the Township, whether or not there is concurrent active or passive negligence on the part of the Township and/or Township personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of Township pr Township Personnel. In connection therewith:

Concessionaire shall defend any action or actions file in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney’s fees incurred in connection therewith.

Concessionaire shall property pay any judgment rendered against Township or Township Personnel for any such claims or liabilities.

In the event Township and/or Township Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Concessionaire, Concessionaire shall pay to Township any and all costs and expenses incurred by Township or Township Personnel in such action or proceeding, together with reasonable attorney’s fees and expert witness fees.

Acknowledgment of Insurance Requirement:

Signature

Date

(Print Name and Title)

**EXHIBIT G
TOWNSHIP OF LAKEWOOD
SUBMISSION CHECKLIST**

Service: _____

Submission Date: _____

The following items, as indicated by initialing, shall be provided with the receipt of sealed submissions:

Required by Concessionaire	Submission Requirement	Initial Each Requirement and Submit Item
<input type="checkbox"/>	Affirmative Action Compliance Notice (Ex. A)	_____
<input type="checkbox"/>	Americans With Disabilities Act of 1990 Language (Ex. B)	_____
<input type="checkbox"/>	Business Registration Certificate (Ex. C.)	_____
<input type="checkbox"/>	Stockholder Disclosure Certificate (Ex. D)	_____
<input type="checkbox"/>	Non-Collusion Affidavit (Ex. E)	_____
<input type="checkbox"/>	Proof of Insurance and Indemnification (Ex. F)	_____
<input type="checkbox"/>	RFP Checklist (Ex. G)	_____
<input type="checkbox"/>	Proof of Qualifications (Section IV)	_____
<input type="checkbox"/>	Proof of Required Elements of Proposal (Section V)	_____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE QUALIFICATION PROPOSAL PACKAGE.

COMPANY/APPLICANT NAME

AUTHORIZED SIGNATURE

NAME (PRINT)

TITLE

DATE

EXHIBIT H

PADDLEBOAT CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into as of ____ 2012, by and between the TOWNSHIP OF LAKEWOOD, a municipal corporation of the State of New Jersey, having its principal offices located at 231 Third Street, Lakewood, New Jersey 08701 (hereinafter referred to as "Township") and. _____, having its principal offices located at _____ (hereinafter referred to as "Concessionaire"). The Township and Concessionaire each a "party" and sometimes collectively the "parties."

WITNESSETH:

WHEREAS, the parties are desirous of entering into an agreement for the operation by Concessionaire of a concession for the rental to the public of watercraft propelled thru the water by human power or electric battery power ("paddleboats") at Lake Carasaljo.

NOW, THEREFORE, in consideration of the mutual terms and conditions and covenants herein contained the parties agree as follows:

1. The term of this Agreement is five (5) years.
2. The Concessionaire will provide for rental by the public of paddleboats.
3. Concessionaire shall operate the paddleboat concession from Memorial Day to and including Labor Day of each year of the term commencing Memorial Day 2012.
4. The hours of operation will be 9:00 a.m. until dusk, Sunday through Friday.
5. The Concessionaire will clean and maintain the area surrounding the paddleboat concession to the satisfaction of the Township, including clean-up of litter from immediate area (a radius of 30 meters from the concession.).
6. The Concessionaire shall comply with all regulations regarding fire, traffic, safety, and shall acquire all necessary permits.
7. The Concessionaire shall be allowed to display one professionally made sign at the space allotted. The Concessionaire can place placards for rules and regulations in the space allotted as well. The signs are subject to Township approval prior to posting. Nothing shall prevent any signage on the sides of the boats.
8. The Concessionaire shall conduct the operation in such manner as to preclude any public nuisance. All boats shall be maintained in a satisfactory condition such that they are safe, seaworthy, and pose no danger to the public.

9. The Concessionaire shall provide life jackets to all passengers and all passengers SHALL BE required to wear them.
10. The Concessionaire's operation shall not interfere with normal use of the Township Park by the public or routine maintenance of the Park of emergency vehicles by Township personnel.
11. The Concessionaire shall be prepared to provide commercial general liability insurance to the Township in order to save the Township harmless from any property damage or liability claims resulting from paddleboat operations and Concessionaire shall indemnify and hold harmless the Township from any liability arising from said paddleboat operations. The Township of Lakewood shall be added to the policy as an additional insured. Proof of insurance shall be required. Insurance shall be provided at a minimum as follows:

General Liability (including premises and operations, contractual liability, personal injury, independent Contractors liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit.

Workers' Compensation and Employer's Liability: Workers Compensation Insurance (if Contractor is required to have) in an amount required by the laws of the State of New Jersey and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this purchase order.

ON ALL LIABILITY INSURANCE POLICIES, TOWNSHIP OF LAKEWOOD, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE TOWNSHIP SHALL INDICATE SUCH COVERAGE.

The Concessionaire shall provide the Township with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the Township be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Concessionaire must provide certificates of insurance before commencing work in conjunction with the contract.

THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONCESSIONAIRE OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONCESSIONAIRE IN THE CONTRACT AWARDED, OR FOR WHICH THE CONCESSIONAIRE MAY BE LIABLE BY LAW OR OTHERWISE.

Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the Contract, shall cause the Concessionaire to be in DEFAULT, and shall operate as an immediate termination thereof. The Township

reserves the right to require higher limits on any contract. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal Services-Procurement Division at the address listed in solicitation. The Concessionaire agrees to be responsible for, indemnify, defend and hold harmless the Township, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the contract including, but not limited to, claims under the Worker's Compensation Act.

12. The Concessionaire shall NOT sublet any portion of the site. However, Concessionaire may arrange for the placement of one vending machine at the space, subject to the approval of the Township Manager.
13. The Concessionaire's employees shall be required to conduct themselves at all times in a manner that will not reflect negatively on nor bring discredit to the Township of Lakewood.
14. The Concessionaire agrees to comply with all municipal, county, and state codes requirements and regulations and to obtain all necessary licenses and permits at Concessionaire's expense.
15. No outside advertising will be permitted without the consent of the Township.
16. Notices given in accordance with the terms of this Agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail, or is delivered personally to either of the parties at the addresses set forth on the first page of this Agreement or at such other place as the parties may from time-to-time designate in writing. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.
17. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto.
18. The covenants and agreements herein contained shall enure to the benefit of, be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto, respectively.
19. This Agreement shall be governed by and construed under the laws of the State of New Jersey.

END OF WRITTEN TERMS – SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ATTEST:

THE TOWNSHIP OF LAKEWOOD

Mary Ann Del Mastro, RMC
Township Clerk

By: _____
Name: Menashe Miller
Title: Mayor

Concessionaire

By: _____
Name:
Title: